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INDIAN RIGHTS ASSOCIATION,
1305 ARCH STREET,
PHILADELPHIA, PA., May 12, 1902.

The Action of the Interior Department in Forcing the Standing Rock Indians to Lease Their Lands to Cattle Syndicates.

About the first of the year the Indian Rights Association learned of the intention of the Interior Department to lease to cattle syndicates nearly two-thirds of the Standing Rock Indian Reservation, in North and South Dakota, for grazing purposes. The evidence herewith submitted from well-informed and entirely trustworthy sources shows that such action was contrary to the wishes of these Indians. It will be, in our opinion, detrimental to their best interests. It was also contended that the terms of the proposed leases were in violation of an explicit agreement made with these Indians by representatives of the Indian Office. The advertisement proposing to lease the lands was dated December 23, 1901, and it announced that bids would be received up to January 10, 1902. This fact alone was enough to excite suspicion, since prospective lessees were only allowed seventeen days in which to file bids. How extensively this intention of the Department was advertised we are unable to say.

For years the Government has endeavored to induce the Indians to become self-supporting, and has encouraged them in various ways to take an active interest in farming and stock-raising; and in furtherance of this plan the rations issued were reduced to the lowest limit advisable. The Indians recognized the necessity of increased effort in these directions, and many of them settled on the desirable tracts along the streams. The present leases are, as a matter of fact, a complete reversal of the Government's policy. It is distinctly a backward step and its effect must of necessity be pernicious. To surround them now with cattle will unquestionably discourage the Indians and lessen the opportunities heretofore held out to them. It is a well-known saying wherever such leases obtain, that the Indians' cows never have calves, whereas the white man's always have twins. The meaning is obvious. Such a backward step will almost inevitably lead to a dwindling away of the small herds of the Indians and soon force them to depend altogether on the Government for support.

While it is true the Commissioner held a nominal agreement with the requisite number of signatures attached, authorizing the lease, he ignored the most important provision—namely, the oral understanding, which expressly stipulated that the Indians were to designate the tracts of land to be leased. As the Indians selected no lands, in accordance with this oral agreement it would seem that the action of the Department was illegal. Moreover, the agreement referred to was virtually forced on the Indians by a threat of the Department to inaugurate the "permit system" if they refused to yield to the pressure that was put upon them.

In view of the protests received from Indians and others familiar with local conditions, the Association, on January 9, 1902, addressed the following letter to the Secretary of the Interior, Hon. E. A. Hitchcock:

"The Indian Rights Association has just learned that on the 10th instant bids are to be received for the lease of far the largest part of the lands on the Standing Rock Agency, in North and South Dakota, of the Sioux nation. We respectfully and most earnestly ask you to order that all proceedings in the matter shall cease for the present, for the following reasons:

"1. There are strong doubts whether such a lease, under existing conditions, is not a violation of the treaty obligations of the United States to these Indians.

"2. We are informed that certain members of the tribe desire individual allotments out of these lands. Unless such tracts are exempt from the lease,—and there seems to have been no notice that such exemption would be made,—the lease will violate the provisions of the General Allotment Law. See Act amending it, approved February 28, 1891.

"3. A number of these Indians have established themselves on individual holdings and are cultivating small farms on the borders of the land proposed to be leased as a cattle range. If this is done these farms will be overrun and destroyed by the cattle on the range, for the farms are unfenced, the Indians cannot fence them, and there is no obligation on the lessees to fence their cattle range. So the homes of a number of Indians, who have tried, with some success, to become self-supporting, will be broken up, and they will be driven back, to become mere paupers supported by the United States.

"A reasonable delay can prejudice no one, and will allow time to procure fuller information. We believe that if such delay be granted, we can produce evidence that will fully sustain our allegations, and that a great wrong and injury to these Indians will be averted.

"Respectfully,

"PHILIP C. GARRETT,

"*President of the Indian Rights Association.*

"P. S. The number of Indian families established on the land which it is proposed to lease is 613."

The only direct reply received to this communication was a note from the Secretary, stating that it had been referred to the Commissioner of Indian Affairs. The Secretary, however, evidently felt called on to defend his action, and an apparently authoritative statement concerning his views on the matter appeared in the Washington "Star," of January 14th, as follows:

"Secretary Hitchcock laid before the President and the Cabinet the action of the Department of the Interior in leasing about one million acres of surplus grazing lands belonging to the Sioux Indians of the Standing Rock Reservation, in the Dakotas, and the objections that have been raised to this course by the Indian Rights Association, the Indian Citizenship Association, Missionary Boards, and others. Secretary Hitchcock explains the lease of the lands, saying that for years these lands had been overrun with cattle brought

in by 'squaw' men and others for grazing, and that the Indian tribe has not received a penny of benefit from this. It was decided by Commissioner Jones and the Interior Department to set aside the surplus lands and lease them to competent cattle men at so much a year.

"The bids for the lands were opened the other day, and as a result the Indians will receive each year hereafter from \$35,000 to \$40,000 that they never knew they were entitled to before. The cattlemen are bonded to properly carry out the lease. Among the objections raised are those that scattered all over the land to be leased are the homes of many Indian families, who are trying to become self-supporting, and that their places would be overrun by the cattle of the lessees; that certain members of the tribe desire individual allotments of the land; that an Indian Mission will be included in the lands to be leased.

"Secretary Hitchcock stated to the Cabinet that the Indians are not opposed to leasing which is authorized by law; that a large majority of the tribe are in favor of it and have signed the tribal authority to this effect; that it is not in conflict with treaty provisions; that the ranges will not be overstocked; that only about fifty families resided in the proposed leased district, whose rights will be fully protected; that it will not denude the reservation of timber for the lessees to secure posts for fencing; that all farms, gardens, and individual holdings of the Indians will be fully protected; that the mission near Bullhead sub-station is to be excluded from the leased district; that the proposed district will be fenced so as to prevent trespassing."

On learning of the determination of the Indian Office to accept the bids of two parties, a delegation of the Standing Rock Indians, consisting of Standing Soldier, Wah-koo-te-ma-nie (alias Shoots Walking), Mad Bear, Thunder Hawk, Rushing Eagle, Red Tomahawk, and Louis Primeau (interpreter)—the most representative and progressive men of the tribe—went to Washington in the hope of either preventing the leases from being effected or having them so modified as to make their provisions less objectionable. The delegation was not received with the utmost cordiality by the Interior Department officials, but was ignored, rebuffed, and treated with scant consideration by those who were ostensibly their "guardians." The remark of an Inspector of the Department to the Agent of the Association, to the effect that "it did not make any difference what the Indians wanted, they *must* make those leases," exhibited a remarkable contempt of anything like justice, and presumably reflected the sentiment of his superiors, and a determination to gain the desired end regardless of ways or means.

While in Washington the Indians prepared a statement setting forth their understanding of the matter and their reasons for opposing the leases. This was signed by the entire delegation and presented to the President and Secretary of the Interior. It reads:

"The members of the Sioux bands of Indians residing within the Standing Rock Reservation, in North and South Dakota, represented by their chosen delegates, respectfully address this petition to you. It has been represented that a majority of our people have agreed to lease all our unoccupied lands without designating the boundaries thereof, and that such agreement in writing is now held by the Honorable Secretary of the Interior.

"We hereby deny that such alleged authority has been given by us, and there is full and abundant evidence to prove this assertion. The Indian Office had long been urging us to lease our lands for grazing, and, our tribe not consenting, the Honorable Commissioner of Indian Affairs directed that the 'permit system' of grazing be fully inaugurated by the first of the present month, and this was without our consent also, and we were not consulted in the matter at all.

"Fearing that the 'permit system' would be worse for us than the regular mode of leasing, we then concluded to agree to the latter plan. A council was called, and the whole subject talked over with our Government agent. We desired a full and definite agreement drawn up in writing, showing just the lands we would consent to lease, but at the suggestion of the agent we signed a short form of agreement, giving general authority to lease our unoccupied lands. This was done, with the full understanding with the agent at the time that we should be allowed to select the lands that might be decided upon to lease under the agreement. This was, and is, as much a part of the agreement as the written portion thereof, under which the Indian Office claims authority and is threatening to lease certain portions of our lands. At the time this alleged agreement was signed it was fully understood and agreed between the Government agent and our tribe that we should select three of our number, who, together with the agent, should go over the lands we might thereafter agree to lease, and mark the boundaries thereof. In pursuance of this well-understood agreement, we selected three of our tribe for this purpose, and these persons were awaiting notice from our Government agent to begin such work of designating the lands to be leased, when we were informed that the Commissioner of Indian Affairs had advertised for bids, proposing to lease two-thirds of our reservation. To any such proposition we are opposed, and have not consented thereto.

"The Government has been for years impressing upon us the need of our making efforts at farming and grazing, and we have settled along the streams and endeavored to do the best we could against great odds in a country where there is so little rainfall. We feel that if our lands can be monopolized by the cattlemen without our consent, that we can have no assurance for future protection. We believe that if the Government paid us what is rightfully due at this time, we would have sufficient funds to invest in cattle, so that all our surplus lands would be utilized and our young men be employed in caring for the same.

"Realizing that there are strenuous efforts being made to secure our lands, we consent to lease a tract twenty-five miles in width off the west side of our reserve. We feel, also, that there will be no difficulty in agreeing to lease additional lands if those we have selected can go over the lands of the reservation and mark off the selected portions thereof.

"We appeal to you to see that justice is accorded us in this matter."

Through the efforts of this Association and others who objected to seeing a helpless people thwarted in an attempt to secure just recognition, a resolution offered by Senators Rawlins and Jones was adopted, by which the Indian Committee of the Senate was empowered to thoroughly investigate the question of the leases. A hearing was granted the Indians by the Senate Committee, and the testimony given more than corroborated all that had been said by those who opposed the leases and who had objected to the questionable methods which marked the action of the Indian Office in the transaction. The Commissioner of Indian Affairs opposed the delegation appearing before the Committee, and the Indians stated that, had it not been for the support given them by this Association, they would have abandoned any further effort in the matter and returned disheartened to the reservation.

The Senate Committee was impressed with the Indians' clear, straightforward presentation of their case, and agreed with their contention—namely, that they should designate which lands were to be leased, according to the original agreement. Notwithstanding this, however, and that the matter was still under investigation, the Indian Commissioner proceeded to execute the Lemmon lease. As a last resort, the Indians took their case into court. Notice was served on Secretary Hitchcock and Commissioner Jones to show cause why an injunction should not be granted against executing the Standing Rock leases, and also to show cause why a permanent injunction should not be granted. The Indians' side was argued by able counsel, but the Court

of Appeals of the District of Columbia decided against them. An appeal may yet be taken to the United States Supreme Court.

The Association, wishing further light on this matter, secured the services of Rev. T. L. Riggs, the well-known missionary of the Congregational Church, who has been working for years among the Sioux Indians, and who speaks Dacotah fluently, to make a personal investigation and to report existing conditions on the reservation, the sentiment of the Indians, and how the operation of the leases would affect their interests. The report of Mr. Riggs shows that there is really no surplus land that ought to be leased; that the Indians have made good progress in stock-raising, and that the reservation is in reality only sufficient for their own needs, allowing for a natural increase of their herds. We present the report herewith:

"REPORT ON STANDING ROCK LEASING OF RESERVATION.

"In giving the results of my recent investigation of the proposition to lease the lands of Standing Rock Indian Reservation for grazing purposes, I will first make brief outline of the history of the case as obtained from the Indians.

"HISTORY.

"The first public move was a council held early in May, 1901, at Standing Rock. At this time the party appearing to ask lease privileges was the Chicago and Milwaukee Railway Co., represented by their Agent, Mr. Hunter. The Department did not then assume to press the matter [standing], rather leaving the case to the decision by the Indians themselves. The proposition was made in somewhat indefinite form, asking that the Indians authorize a lease of reservation land represented as a tract in the western portion of the same, but understood by the Indians as including all that part of the reservation south of Grand River. This they rejected, there being no vote in favor when asked to accept.

"Again, in the latter part of May, there was a council held. Again the Chicago, Milwaukee, and St. Paul Railway Co. appeared in the person of Mr. Hunter, asking to lease "certain portions" of the reservation and other privileges. This proposition was strongly urged by Agent Bingenheimer, and had further the indorsement by telegram of the Indian Office at Washington. This second offer was rejected, there being no vote asked or taken, because of the almost unanimous expression of opposition to it.

"Late in October the Indian Office offered a proposition for leasing reservation lands by the Department,—the proposed lessees not appearing,—which was favorably considered. This proposition, as presented to the Indians and as accepted by them, was that a tract of land thirty miles square, or its equivalent, 25 townships, in the northwest corner of the reservation, should be leased. The Indians accepted this, subject to two conditions; that is, that this tract be located on unoccupied lands, so as not to conflict with the rights of Indians, and that this tract be first definitely marked out by a committee of three Indians, chosen by themselves, and the Agent. These two conditions were an essential part of the agreement, and separate from these there was no agreement made. On this question there is absolutely no variation in testimony given. It would appear, however, that in the written form submitted for the Indians to sign, these essential conditions were left out, and, whereas the Indians supposed this to be the identical agreement they had made in council, it covered only the bare fact of their consent to the leasing of lands.

"A further interesting bit of history is the fact that previous to this October agreement a party of cattlemen, railroad men (Chicago, Milwaukee, and St. Paul), and local representatives of the Indian service went out over a part of the reservation and, it is said, came to an understanding among themselves, portioning off all of the western two-thirds of the reservation in strips of twelve and six miles wide, on lines running north and south; these strips to be fenced on such lines regardless of the Indian occupants. This was

prior to the present proposition to lease, and presumably a proposed modification of the permit system or \$1.00 a head order of the Department.

"LIMITS OF LEASES.

"If one trusts to the record of the hearing of this case before the Senate Committee, there seems to be no definite understanding on the part of the Honorable Commissioner of Indian Affairs, Agent Bingenheimer, or the proposed lessees, of just where the lines are to run. The statement 'I do not know' appears far too often. The call for proposals issued by the Indian Office under date of December 23, 1901, offers to bidders a tract covered by 'a distance of about fifty-six miles,' the entire width of the reservation eastward, and from the western boundary of the reservation 'to the range line between ranges twenty-six and twenty-seven' in South Dakota and 'the range line between ranges eighty-one and eighty-two in North Dakota.' It may be here remarked that in South Dakota the Government surveys are made for that part lying west of the Missouri River from the Black Hills Meridian; ranges running eastward instead of to the westward as for localities east of the river. In North Dakota the survey continues the system uniformly of ranges running to the westward. I ascertained from the survey stakes that the range line between ranges twenty-six and twenty-seven crosses Grand River in a general direction of nearly at right angles at a point about two and one-half miles west of the Grand River Government Boarding School. This fact surely should not have escaped the knowledge of Agent Bingenheimer.

"Under the modified form, and according to the leases known as the Lemmon and the Walker leases, the eastern limit of land proposed to be leased is moved one row of townships, six miles, to the westward of the original proposal, including all west of 'the range between ranges twenty-five and twenty-six,' and from there 'due north,' through the lands surveyed under the eastern meridian. This places the line eight and one-half miles west of the Grand River School as its point of crossing Grand River, or some two miles westward of the mouth of Little Oak Creek, which comes into the Grand on the south with a long westerly slant from the southwest. All this is a simple matter of running out the lines of the regular Government survey. Just where this line extends through North Dakota and down into the valley of the Cannon Ball I was not able to take time to ascertain. It presumably lies a little to the eastward of the sub-agency on the Upper Cannon Ball. It certainly lies from six to eight miles to the eastward of the sub-agency on Grand River, known as Bull Head Station. I did not run the lines up to Bull Head, and as Grand River is very crooked, I cannot give the exact distance. The sub-agency lies, however, a little to the north of due west from Grand River School, and the distance between the two places is sixteen miles. This would bring the lease limits six or more miles east of Bull Head, without any doubt.

"NUMBER OF FAMILIES.

"There appears to be fully as dense ignorance, on the part of those whose business it is to know, regarding the number of Indians who will be affected by this leasing of land, as in the matter of land limits. Agent Bingenheimer tells the Senate Committee that eighty families might possibly be included. He certainly knew better, or ought to have known better. Under the original calls for proposals to include lands lying west of the range line between ranges twenty-six and twenty-seven, etc., there could not possibly be less than four hundred families within the proposed lines. I do not know that any one has taken the trouble to make careful census. It included nearly every man, woman, and child on the rolls of Bull Head, a few short of one thousand persons. It also included the great majority of those enrolled on the Upper Cannon Ball Station,—the exact number of whom I was not able to learn,—besides scattering families belonging elsewhere. These facts are a matter of record and can easily be ascertained.

"Under the final proposition to lease lands extending only to the range line between ranges twenty-five and twenty-six, there are on Grand River from Bull Head Station to the western limits of the reservation, one hundred and seventeen (117) separate families, enrolled at Bull Head under one

hundred and twenty-two (122) separate tickets. Below Bull Head, and to be included within lease limits, are seventy (70) separate families, recorded under seventy-eight (78) separate tickets, or one hundred and eighty-seven (187) families, and classed under two hundred (200) tickets. These tickets are for convenience in making issue of rations. On the Cannon Ball I have not so accurate information, but there are counted thirty-two (32) families, all of whom will come within the limits of leased lands, a total of two hundred and thirty-two (232) families according to agency ticket record. I did not have time to secure the names of the heads of families, but this is immaterial. Nor was I able to obtain the information needed to say just how many families there are on lands included in the Lemmon lease and the Walker lease separately. To do this would require more time than I had at my disposal.

"In view of the fact that Agent Bingenheimer told the Senate Committee that Bull Head Station was not to be included in the lease—a full township to be cut out—and that this tract is very thickly settled, I was interested to learn just how many occupied that immediate neighborhood, for it has apparently always been the policy to discourage settlement too close to the sub-agencies. Within a radius of four miles, taking Bull Head as a center and making a circle eight miles in diameter, so as to include all possible corners of a tract six miles square, I find but thirteen families; and of these, two families occupy temporarily, that their children may attend school.

"LAND NEEDED BY THE INDIANS.

"How much land the Indians need for present and future grazing of their own stock is a question that should have an answer. The movement for leasing Indian lands appears to have reason in it on the assumption that there are vast regions not now occupied, and the Indian Office views with acute pain this great loss. I am reminded in this by an expression of a young stockman who, with comprehensive wave of the arm over the wide prairies, announced: 'Yes, you bet, you are losing \$10,000 a day, Mr. X., by not having cattle to eat up this grass.' So the Indian Office laments the loss of many dollars a day—to the stockmen—by their not being able to turn reservation grass into Porterhouse steak. Now, it is well known that the wild grasses of this range do not recuperate quickly. No sane man expects to be able to cut next year over the same ground that this year had given a crop of upland hay. The year following, possibly, but probably not before the year after that, he may reasonably expect to run his mower over the land again. This means that it requires four years to produce a crop of upland hay. Bottom lands do better than this as a matter of course, but the land in question is almost entirely of upland character. The same is true in grazing; land fed off closely one year will not give equally good feed the next. Many stockmen agree upon twenty-five to thirty acres of grazing land as necessary for the support of one steer; and this besides hay land. Others claim that year in and year out fifty acres of grazing of all sorts is none too much for one animal. This conservative estimate is probably not far from correct.

"Now, the Indians of Standing Rock Agency own between thirteen and fourteen thousand head of cattle; there are very few families where a small bunch of cattle is not owned, and I believe there is but one man who has over two hundred head. Their holdings of cattle are small, but remarkably well distributed. Probably, also, they own about as many horses, or a few more horses than cattle. This would give then twenty-six to thirty thousand head of stock, demanding, at fifty acres for each animal, 1,500,000 acres for *present needs*.

"It would be the poorest kind of foresight that did not allow for increase. One hundred per cent. increase would call for 3,000,000 acres. And it will require at least four hundred per cent. increase on present holdings to make these Standing Rock Indians self-supporting as stock-raisers, calling for the round figures of 5,000,000 acres—more, probably, than the entire reservation contains. And yet the Lemmon lease calls for nearly 800,000 acres, and nearly 500,000 acres will be handed over under the Walker lease.

"But to take the Grand River region, which includes all of the 460,800 acres that were to be leased to Mr. Walker. The Indians of Grand River owned, in 1901, 5247 cattle. Almost all of these are within the limits of this

Walker lease. Probably with their horses they now own 11,000 head of stock. It would not appear that there is much land here that is suffering to be leased. The Indian delegate who said to the Senate Committee, in opposition to the lease project, 'we want that for ourselves,' evidently knew what he was talking about.

"In concluding this portion of my report I wish to say that though my investigation, so far as made, was careful and complete, I am very well aware that I have not covered the entire ground. There are other closely related questions—the water-supply of the region, the timber growth and the lignite coal beds—that properly should be studied carefully in order to give a full and comprehensive statement. This I have not had time to do. Indeed, a man might profitably spend several months in looking up these matters before being able to cover all I would or could do in this my report which is now respectfully submitted.

"Very truly,

"T. L. RIGGS.

"OAHÉ, S. D., *March 17, 1902.*"

We have received the proceedings of a council of the Indians, held at Rock Creek, Standing Rock Reservation, at which the Indians unanimously opposed the leasing of their lands, and desired the Agent to send their protest to the Commissioner at once. The facts developed at this conference are exceedingly significant. If the leases were made out before the Indians agreed to the proposition in any manner, the matter can only be explained in one of two ways: The Commissioner of Indian Affairs was either guilty of great blundering, or was not actuated by right motives in the transaction. The account of this council is attested by Miss Mary C. Collins, a Missionary of the Congregational Church at Standing Rock, who has labored long and successfully among these people. Although not verbatim, it gives a full summary of what took place. It is as follows:

"Sioux Indians in Council at Bull Head Station, Standing Rock Agency, April 12, 1902.

"A council called by the Chiefs to protest against Mr. Lemmon building his fence while his lease case is still in the courts.

"The farmer, Mr. Spooner, sent for the Agent. There was much excitement among the Indians. The Indians sent for Miss Collins with urgent request that she be there on time to be a witness as to what was done. The Agent reached Bull Head a few minutes before Miss Collins.

"When Miss Collins arrived, groups of men with hard-set teeth and earnest eyes were standing about watching anxiously the hill to see if the Missionary was coming; she was given a cordial greeting.

"The meeting convened between two and three o'clock P.M., and the council room was packed—all men with one purpose. One who understands men would know it was not a time for trifling. These Indians were here to assert their rights as men. The Agent opened the meeting (not having a fluent interpreter, he labored under some difficulty).

"Agent Bingenheimer: 'I have come here at your request to hear what you have to say. I am told that you do not want Lemmon to go on building his fence. You ask who gave me authority to permit it. I received this (showing telegram) telegram, dated March 22d, from Commissioner Jones, telling me to allow Lemmon to proceed with his fence. I have nothing to do with it. I can only obey orders.

"I hope that you understand that your rations were cut down last year fifty per cent. They will be cut again the first of July fifty per cent. I am allowed to pay this year four thousand dollars for labor—about one dollar per capita. I shall pay one dollar and twenty-five cents a day. I have asked the Government to use a part of your money to buy cattle for you. I have asked for seventy-five bulls and three thousand six hundred two-year-old heifers—one for each person. You have not enough to eat. What are you going to do? See these old people. They will starve if they do not have a full ration. You cannot live on the rations the Government will give you. You will have to work. You cannot find much work to do. This

Lemmon lease will pay seven dollars a year per capita. If I tell the Department that you do not have enough to eat, they will say you had land to spare and would not lease it, and so I shall not be able to do anything for you. You ought to lease it to get this seven dollars a year—you will need it. Your rations are only half now what they were a year ago, and in July will be cut in two again. How can you live?’

“Grey Eagle: ‘Are we to have the annual per capita payment of our interest money?’

“Agent Bingenheimer: ‘Yes, this year. I have tried to get the hide money and your three dollars per capita payment this year; I think you will get it. The Department has decided that it is not best to pay you your interest in money. They will spend it for you.’

“Thunder Hawk: ‘Last spring we had two councils. You asked us to lend our land to the Railroad. We did not wish to lease. We thought we had a right to refuse. The Commissioner frightened us by threatening to turn cattle loose upon us. Then in the fall you called a third meeting. We were helpless. We wanted to do the best we could to protect ourselves, so we agreed to lease thirty miles square on the northwest corner of the reservation, where there were no houses. This council chose three men—Louis Primeau, Antoine De Rockbrain, and myself—to go with you and designate the lines. You said that you would meet us here at Bull Head Station and that you would go with us. We waited, but you did not come. We thought that when we had laid out the lines that we should have an open council; that you and Lemmon would meet us and read the contract to us, and that we would then together come to an agreement like men.’

“Agent Bingenheimer: ‘You are right, and I fully intended to do as you say. But right now, before all these people, let me say had it been left for me I should have done just as I promised. But it was not left to you nor to me. Before I had submitted a report of that council to the Department, I was told that the Commissioner had made out the leases and they were printed. I could do nothing. Those lines were run in Washington. Your council had nothing to do with it. I did not send them until the leases had been made out and the boundaries settled. I had nothing to do with it; and further, right now, I want you to understand that I cannot say or do anything except as my superiors in the Department tell me. If I could, I would do as you wish; but I can do or say nothing contrary to their wishes. I cannot change a line; I can do nothing. All that I can do is to obey their orders. The reason that I did not go out with you to lay out the lines is because it was taken out of my hands by the Commissioner. I could not keep my promise to you. If any of those who will be fenced inside the pasture wish to move out, I will ask the Government for lumber to build them houses outside. I will permit them to move.’

“Weasel Bear: ‘The promise was that we lease only unoccupied land; that no man’s homestead should be disturbed; that the leases should run so as not to interfere with the men who have built substantial homes. We do not know where the lines run, how much land you have given Lemmon. But we do know that at least thirty-five of the Bull Head families are surely in the pasture, who went there to settle on land that they intended to take as allotments. These men do not want to abandon their homes. We forbid Lemmon to build a fence that will inclose these homes. The delegates who went to Washington put our case into the hands of lawyers. As we now understand, there has been no report made to us by these lawyers stating that we had lost our case. We were told to await the decision of the white man’s court. If we can wait patiently for your courts, why should the Commissioner, who is holding such a high office under the President, be permitted to ignore your courts and order Lemmon to build the corral around the fence? And this is what we wish you to tell the Commissioner. We have no two plans: only one have we submitted and we stand by that. Take your Committee and gladly will we go with you and lay out the boundaries and make a contract with Lemmon. We bind ourselves to no other contract.’

“Agent Bingenheimer: ‘How are you going to live? Your rations are now so small that they do not half feed you. You need every dollar that you can get. After July 1st they will be still less. You will have to work. Where will you get work? I say that I am not doing this. I cannot forbid

Lemmon to build the fence. I can only tell the Commissioner what you say.'

"Weasel Bear: 'It is not money nor rations that we are considering. We are standing by our rights as men. This is our land and we are the ones to decide what parts we shall lease, or whether we shall lease anything.'

"Agent Bingenheimer: 'You are not leasing this land for nothing. You get big pay. Seven dollars per capita yearly. You need this money. You have not enough to eat now. Look at your old people. They will starve on less than full rations.'

"One Bull: 'If I am stronger than Weasel Bear and I go to him and say, "You have a good farm; I want it; you must let me have it," Weasel Bear says, "No. I settled on this farm to make a home for myself and my children. I have gathered property about me and I am settled for good. In a few years I can support my family comfortably." I insist. I say, "That has nothing to do with the case. I do not want your place for nothing, I will pay you for it." Now, because I am stronger than Weasel Bear, though I will pay him well, would it be just or right or manly for me to drive him off and take his home? I say No. It is wrong. He does not want my pay. He wants his home because it is his, and it is his right to refuse to sell or lend. We want to be treated like men—not driven like dogs. For twenty years we have tried to learn the white man's ways. We came to the courts in Washington. We left our case there. We thought the courts would rule wisely and justly. As the courts had taken our case, we thought we were recognized as men, but now the Commissioner shows us that the white man's court is no better than his word, and while our case is in court not yet settled, he orders Lemmon to go ahead and corral us. We are not brutes. We will not submit. Tell Lemmon to stop building the fence. Respect our manhood and we shall obey the laws. We will lease the part that we selected. The land is ours. We will lease the northwest corner and will go with you to make the boundaries, and in open council hear his offer and draw up the contract together. We forbid Lemmon to go on with the fence.'

"Agent Bingenheimer: 'If any one who will be inside the fence wishes to move out I will let him and will try to get lumber for houses for you.'

"Rosebud: 'Where will the money come from with which you will buy the lumber?'

"Agent Bingenheimer: 'It is a special gift from the United States appropriated each year by Congress. It is called subsistence and civilization funds. It is not Indian money. It may be that it is from the sale of lands prior; but if it is, it was a long time ago. It is a free gift.'

"Wakutemani: 'No one wants to abandon his home. Wait until we get word from our lawyers that we have been defeated in the courts. We are not defeated. The Commissioner has no right to tell Lemmon to go ahead. Trust the courts. We want you to forbid Lemmon to proceed until the case is decided against us. We have made no new contract. We stand by the one talked of in October, thirty miles square on the northwest corner of the reservation, and they to pay not less than a dollar a head for the cattle. We protest, and we want you to tell the Commissioner to stop Lemmon until the courts decide whether we have the rights of men or not.'

"Agent Bingenheimer: 'I will write at once to the Commissioner, but I am afraid I can do nothing. You may sell fence posts to Lemmon at six and one quarter cents apiece, and you may haul the wire which is now at Evarts, and will soon be at Fort Yates. You can earn a great deal of money that way, and you people not having enough to eat ought to be glad to earn so much money.'

"One Bull: 'We are Indians and cannot live without wood and water. In winter we cannot live upon the high planes and keep our herds. We have to live along the streams where there are ravines, and brush and sheltered spots, and wood and water. This lease will deprive a great many people of their sheltered homes. Streams and wood are scarce. We will not lease the best of our land. We will never consent to have our brothers corraled like cattle. We are men like you. Take the committee and go out with them and decide where Lemmon shall build his fence; we will agree to that.'

"Agent Bingenheimer: 'You understand it that way, but I did not understand it so. Still I say that if the Commissioner had let me I would

have carried out your plans. But I did not know that you were to mark the boundaries.'

"Rosebud: 'If you did not understand that the Committee who were selected to go with you were chosen by us to mark the boundaries, why did you arrange to meet them and promise to go with them, and why did you say you would have gone if the Commissioner had let you?'

"Agent Bingenheimer: 'I say I would have carried out your wishes as nearly as I could, and I would have let you decide the boundaries, but I did not understand that you expected to do so.'

"Wakutemani: 'We have met here to show a plain talk with the Agent. He now understands what we want. We wish him to write at once or telegraph to the Commissioner that we forbid Lemmon to go on with the fence until the case is decided in the courts. We ought to close this meeting by a rising vote on this protest.'

"Agent Bingenheimer: 'All willing for Lemmon to go on, arise.'

"(Not one arose.)

"'All who protest and wish me to write the Commissioner to stop Lemmon, arise.'

"(The whole houseful arose without a single exception.)

"Rosebud: 'We desire to have our missionaries see the letter. We have decided by a unanimous vote that no more papers, contracts, etc., are to be signed by us until first seen by our missionaries.'

"Agent Bingenheimer: 'Who are they?'

"Rosebud: 'Father Bernard, Winona, and Mr. Deloria.'

"Agent Bingenheimer: 'I cannot do that. I will send just as strong a letter as I can, but I will not submit my letters to any one. However, I will give you a copy and they can see the copy.'

"Rosebud: 'We do not mean that we cannot trust you, but we feel safer if our missionaries see what is said to be our expression; and if they have a copy they cannot say in Washington that we never said it or that we said something else. A copy will do us.'

"Wakutemani: 'We should close now, as it is late. There are many lesser things we want settled while the Agent is here.'

"The meeting closed."

This lease question was thoroughly treated in several articles which appeared in the "Outlook," from the pen of George Kennan, its Washington correspondent. Mr. Kennan had access to the evidence in our possession, and also made a careful independent investigation of all the data obtainable. In the first statement, published in the "Outlook" of March 29, 1902, Mr. Kennan makes charges of a serious nature against the Commissioner of Indian Affairs, which, unfortunately, seem justified by all that has come to the surface. Among other things, he says:

"But the circumstances that attended the awarding of these leases were quite as remarkable and significant as were the leases themselves. It is perfectly clear, from the evidence laid before the Committee, that certain cattlemen in the neighborhood of the reservation knew what was going on, and had formed a 'pool' or syndicate to check competition, keep down rates, and, if possible, shut out other bidders. This may be inferred, not only from the shortness of the time allowed between advertisement and award, but from the fact that the bids had a very limited range—viz., from a minimum rate of three cents to a maximum rate of three cents and half a mill per acre, although grazing land in the Cheyenne Reservation, just south of Standing Rock, was leased at that very time for five cents per acre, and land on the other side of the Missouri River for twelve cents per acre.

"But the existence of this local 'pool' or syndicate of stockmen is not merely a matter of inference and conjecture; it is a fact of record. In reply to a question from Senator Harris, Commissioner Jones said: 'From the records of the Office it appears that they [the local stockmen] have come to some agreement among themselves. The land was divided into two tracts, and those who have cattle near the reservation agreed among themselves to put in a certain number of cattle divided proportionately on some basis.

That was an understanding among the lessees.' In other words, the local stockmen, who seem to have had early notice of the leasing plan, formed a syndicate and promptly put in their low bids. Then the quick action of the Indian Office in opening these bids protected them from the competition of other stockmen who, perhaps, were not so favorably situated, and who did not have time, after the advertisement and before the award, to get their proposals in. Senator Gamble informed the Committee that he had received complaints, based on this ground, from other stockmen outside the syndicate, and suggested that 'the time for the opening of the bids might have been more extended.' The Indian Commissioner did not explain why the time was not more extended, and when he was asked by Senator Jones whether three cents an acre was an adequate price for the grazing privilege given to the 'pool,' he replied, 'I do not know anything about it.'

"Mr. William V. Wade, however, of Wade, North Dakota, seems to know something about it, and in a letter to Senator Jones, which was laid before the Committee, he says: 'Seeing by the papers that you are taking some interest in the wrong being done the Sioux Indians by the renting of their reservation to a company with which the Commissioner of Indian Affairs is connected, I take the privilege of writing you upon the subject. I think it is all wrong, for the following reasons.' After stating his reasons, Mr. Wade adds in conclusion: 'A thorough investigation will show up some dark objects only slightly under cover.'

"Whether Mr. Wade's charge that the Indian Commissioner was connected with the syndicate to which the leases were made is well founded or not, I have no means of finding out; but that the Indian Office has yielded in another similar case to a very strong 'pull' of some sort is more than indicated in a remarkable series of private letters submitted by Senator Rawlins and printed in the Committee's record of its proceedings. The writer of these letters—a man named Harper—is, or was, interested with others in obtaining from the Uintah Indians of Utah a lease of land for mining purposes; the mining rights, when obtained, to be capitalized at \$3,000,000. He writes letters to his associates—apparently from the office and on the official letter-heads of the Assistant Commissioner of Indian Affairs—and from time to time reports progress in the effort that he is making to procure the desired lease. He more than intimates that he has a very strong secret 'pull' in Washington; says that he is 'hitting the high places'; boasts that a certain Dr. McDonald—a post surgeon on the Uintah Reservation, who has been opposing their plans—will shortly 'be given a change of base for his health' (that is, will be removed, through the efficacy of his—Harper's—'pull'); says that 'it may be advisable to lay low until he [the doctor] gets his orders and has gone away'; cautions his associates that 'we must protect our good official friends,' and 'must not get any officer in a hole by anything we may say or do'; declares that "'the powers that be'" have impressed the Indians with the advantages to them from leasing'; arranges for a secret telegraphic cipher and a fictitious name, or the name of another person, to be signed to his own telegrams, 'to preclude the possibility of its leaking out that I am associated in the matter'; and, finally, says to his correspondent 'Jim,' "'The powers that be'" are very anxious to have all correspondence destroyed. You will at least be very careful of same.'

"These letters have no direct bearing, of course, upon the Standing Rock case; but if they are genuine, and if the statements made in them are true, they would seem to show that the Indian Office, in the matter of negotiating leases of Indian lands, is not always actuated wholly and exclusively by a desire to promote the Indians' welfare."

Commenting on this editorially, the "Outlook" said:

"We have finished one century of dishonor in our dealings with the Indians; under no circumstances can we afford to begin a new century of dishonor. Much of our misdoing in the past came from our failure to understand the people with whom we were dealing and the provision which ought to be made for them. The ignorance of the people of the United States was taken advantage of by land-grabbers, speculators, and traders in and out of official positions, and wrongs were perpetrated which were possible only because public attention had not been focused on the Indian question. In the future, however, there will be no such excuse if these wrongs are re-

peated. The question has been discussed, the situation illuminated, the rights of the Indians determined, the duties of the Government ascertained. The story which Mr. Kennan tells reads like a chapter taken from the history of our dealings with the Indians fifteen or twenty years ago: violation of agreements, disregard of promises, invasion of rights, inefficiency—to put it mildly—of those who were officially charged with the duty of protecting the Indians, encroachments by moneyed interests or by aggressive and selfish individuals upon Indian territory.”

This brought forth a statement from Commissioner Jones, which was published in the “*Outlook*,” April 19, 1902. In the judgment of the editors, however, the answer was “neither adequate nor conclusive. . . . The history of the relations of the United States Government with the Indians has been such that when an accusation is made against the Government in Indian matters its innocence cannot be taken for granted; it must prove its integrity. Mr. Kennan’s detailed charges cannot be ignored or evaded, and, in our opinion, Commissioner Jones’s own statement of the case makes a thorough investigation necessary.”

The Commissioner’s side is herewith presented:

“COMMISSIONER JONES’S STATEMENT.

“*To the Editors of the ‘Outlook’:*

“My attention has recently been attracted to an article in the ‘*Outlook*’ of March 29th, under the title ‘Have Reservation Indians any Vested Rights?’ The article relates mainly to the action of this office in leasing the surplus lands of the Standing Rock Reservation. There is in the article such a spirit of unfair criticism, officious complaint, garbled statement of facts, and such a broad insinuation of sinister motives on my part as to induce me to take some notice of it, lest my silence might be construed as a confession of the correctness of the position assumed.

“The writer evidently did not know of or has ignored the fact that for years preceding the time when steps were taken by the office to lease the surplus land, many thousand head of outside cattle were pastured on the Standing Rock and other Sioux reservations, from which the Indians, as a tribe, derived no benefit whatever.

“Three systems of pasturage were in vogue. First, the squaw-men and mixed-bloods grazed their own cattle on the reservation in large numbers; second, these same enterprising classes held many thousand head of outside stock on the reservation, the owners paying them directly for pasturage privileges; third, parties living in that part of the State permitted their stock to trespass upon the reservation, paying no one for the privilege. This latter class were freebooters pure and simple. Under these three systems more than 50,000 head of stock have been yearly pastured upon the adjoining Cheyenne River Reservation alone, during recent years. Many of the squaw-men and mixed-bloods have become comparatively rich by taking in the stock of outside parties and by the pasturage of excessive numbers of their own. It was manifestly unfair and unjust to the tribe, as a body, to permit a few intermarried whites and progressive mixed-bloods to monopolize practically all the common lands of the reservation to their own advantage and profit, whereas, if the lands were leased for the benefit of the tribe, all would share alike in the financial results derived.

“The office had two purposes in view in leasing these lands: First, the overthrow of the illegal and unauthorized systems that had theretofore prevailed; and second, the raising of revenue for the benefit of the tribe as a whole.

“Realizing that the Standing Rock Reservation is essentially a grazing country, and in order to encourage *all* the Indians to become stock owners, a clause was inserted in the proposed leases making ample provision for the pasturage of a reasonable number of stock for each family. This clause provides that each *Indian* family residing within the leased district shall be permitted to hold therein, free of rent, cattle and horses which they actually own to an extent not exceeding one hundred head. This clause applies to

all families having rights upon the reservation—to the families of squaw-men, mixed-bloods, and full-bloods alike.

“The writer of the article appears to be greatly exercised over the apparent ‘change of heart’ by this office between May and October, 1901, relative to the issuance of grazing permits. During the summer such information reached the office, through the reports of its inspectors, as to induce it to inaugurate a system which would compel all parties that were there grazing stock on the Sioux Reservations to pay the Indian Agents one dollar per head per annum. This has been designated the ‘permit system’ of pasturage. It did not contemplate securing the consent of the tribe for its inauguration, neither did it require such action. There was no proposition nor intention to invite cattlemen to bring in additional numbers of cattle for grazing purposes; it simply provided that a tax of one dollar per head, paid for grazing stock already on the reservation, should be collected by the Indian Agents for the benefit of the tribe, instead of being paid to enterprising squaw-men and mixed-bloods for their individual profit. As an imperative corollary to this it was necessary to inaugurate the permit system for the pasturage of *resident* stock, in excess of a hundred head for each family; otherwise the entire body of stock on the reservation might be claimed by the squaw-men and enterprising mixed-bloods (whether they were bona fide owners or not) and thus escape pasturage taxation—at least for the benefit of the tribe, and not to a few intermarried whites and mixed-bloods. The end sought justifies the means, and the same action will be taken with reference to other reservations whenever it is ascertained that the same conditions exist.

“From the general tone of the article, one not familiar with the facts would infer that every Indian on the Standing Rock Reservation was opposed to the action of the office in leasing the lands. Such is not the case, however. There is no regularly constituted council of the Standing Rock Sioux, so that it was necessary to call a general council of all the adult male members of the tribe in order to secure tribal consent to the leasing. The action of the Indians in the matter is therefore embodied in the ‘general council proceedings’ of December 26, 1901, which is as follows:

“‘We, the undersigned, Indians of the Standing Rock Reservation, North Dakota, over eighteen years of age, hereby consent to the leasing for a period not to exceed five years, for the purpose of grazing cattle thereon, at a rate of not less than one (\$1) dollar per head per annum for each and every head of cattle so introduced and grazed upon said reservation, the unoccupied portions of said Standing Rock Reservation, the consent hereby given to be subject in each and every instance to the following conditions:

“‘The tract of land assigned [under each permit, contract, or lease must be properly fenced, the cost of such fencing to be paid from the rental which may be due for the first year. At the expiration of such permit, contract, or lease, said fencing shall be and remain the property of the Indians of this reservation, and during the term that cattle are so held upon this reservation such fences must be kept in a proper state of repair at the expense of the owner of the stock.

“‘All persons so introducing and grazing stock will be required to exercise all possible care and diligence to prevent depredations by their cattle upon the leasehold of other stockmen or upon lands occupied by Indians of this reservation; and in the event of the appearance of any contagious disease among their herds, every possible step must be taken to prevent the spread of and to stamp out such disease.’

“[Here follow the signatures of 771 Indians.]

“‘I do hereby certify on honor that I have explained the nature of the above agreement to the Indians whose names are hereto appended, and am satisfied that they fully understand the same.

“‘JOSEPH ARCHAMBAULT,
“‘*Interpreter.*

“‘We certify on honor that we witnessed the signature of each and every Indian whose name is hereto appended, and that they signed of their own free will and accord.

“‘Witnesses: LOUIS KILLED,
“‘CHARLES RAMSEY.’

"The proceedings are signed by 771 male adults of the tribe out of a total of 983. This is as nearly unanimous as could be reasonably expected in a council of this kind—considerably more than a two-thirds majority of the male adults. It is therefore not true that anything like a majority of the tribe are opposed to the leasing. The opposition comes from a comparatively few intermarried whites and mixed-bloods whose financial interests are involved. They see in the inauguration of the leasing system the overthrow of the abuses which they have heretofore practised greatly to their own financial advantage. The remainder of the tribes are not only willing that their surplus lands shall be leased, but are anxious that such action shall be taken.

"It is worthy of note that the 'Association of Returned Students,' the most intelligent and progressive element of this tribe, are heartily in favor of leasing these lands.

"Again, throughout the article, the council proceedings giving the tribal consent to the leasing are spoken of as an 'agreement,' it being broadly intimated that it was an agreement between this Department and the Indians. It is then pointed out that the terms of the leases as drawn do not agree with the tribal consent, intending to convey the impression that the Department had entered into an *agreement* with the Indians relative to leasing their lands and had then broken faith with them.

"Nothing could be further from the truth. The council proceedings are in no sense an *agreement*—unless it be an agreement among the Indians themselves, to which this Department is in no degree a party. The law provides that surplus tribal lands 'may be leased by authority of the council speaking for such Indians . . . in such quantities and upon such terms and conditions as the Agent in charge of such reservation may recommend.' The law, therefore, does not contemplate that 'the council speaking for such Indians' shall do more than give its consent to the leasing; the quantity of land to be leased, and the terms and conditions, are to be left to the Agent in charge, subject, of course, to the directions of the Department.

"It is pointed out that the council proceedings authorized leasing at not less than one dollar per head, while the advertisements invited bids for the grazing privileges by the acre. Even if it should be admitted, for the sake of argument, that the Indians might dictate the conditions upon which the lands might be leased, this discrepancy, if such it can be called, is more apparent than real when all the facts are known. The leases provide that the lessees shall not hold to exceed an average of one head of stock to each forty acres; this at the rate per acre specified makes his grazing privileges cost him a little more than one dollar and twenty cents per head. It serves the double purpose of preventing overstocking the ranges, and at the same time determines what it shall cost the lessee to graze each head of stock.

"It is also alleged that the Indians gave their consent to the leasing of the 'unoccupied' portion of the reservation, while one of the leases includes some of the best and most thickly settled parts of the reservation, where the Indians have their homes, their little gardens, their winter-hay fields, and their cattle.

"This on its face seems to be a serious charge. In the first place, it was not proposed to lease the eastern portion of the reservation, containing over one-half its entire area. Nearly nine-tenths of all the Indians reside upon this portion, east of the line of the grazing districts. The Walker lease exempts and excludes one township of land in the neighborhood of Bull Head Station, which includes the only thickly settled part of the reservation in the leased portion. A very conservative estimate places the number included in the leased district at not more than seventy families. An inspector of this Department, who was Agent at Standing Rock from 1881 to 1895, and who has frequently visited the reservation since, states that in his judgment not more than fifty families reside upon the portion it is proposed to lease; but, making allowance for misinformation and for changed conditions since he left, there are assuredly not more than seventy families. Again, the lease form in use by this Department makes ample provision for protecting each and every Indian in his individual holdings, whether the same be farms, gardens, or allotments. The clause referred to provides that all allotments of land in severalty and all farms, gardens, and other improved holdings of individual Indians shall at all times be free from damage or inter-

ference by the stock or employees of the lessee. The office has always found this clause to afford ample protection to the individual Indians, even on reservations where there are actual allotments and where farming operations are extensively carried on. It has proven effective largely from the fact that all lessees of tribal lands are required to give bond, with two or more good and sufficient sureties, in an amount equal to one year's annual rental, conditioned upon the faithful performance of the terms of the lease. It thus transpires that the families living in the leased area will have ample protection against the stock and employees of the lessees—even far more so than they had prior to the inauguration of the leasing system, for it must be remembered that for the past several years many thousands of cattle have been grazed upon the reservation, whose owners were not under bond and were responsible to no one for any damage or injury their stock might occasion. The leasing system is intended and will remedy these existing evils. The out-boundaries of the grazing districts will be fenced so as to prevent trespassing; the lessees are required to protect the individual holdings of the Indians; they are required to give good and sufficient bond conditioned upon the payment of the rents and the faithful performance of all the terms of the lease; they cannot overstock the ranges, as they are limited as to the number of cattle they can bring upon the lands at any one time. In short, it is the substitution of a legal system under the control of the Department for a system of internal monopoly and external freebooting. Aside from this, and to obviate every possible objection, arrangements have been made to furnish the individual Indians living within the leased area with wire for fencing their homes and hay-fields when they so desire, and when it appears that any Indian is unable for good reason to build the fences himself, the Department proposes to have the work done for him.

"My motives are also impugned in the short time given to the advertisements inviting proposals. From the article it would be inferred that it is obligatory upon the office to give notice a long time prior to the acceptance of bids. As a matter of fact, no notice whatever is required. It was competent for the office to solicit and accept informal bids if it felt so disposed, without giving any public notice. Such action has been taken in a number of cases, but in the interest of the Indians, and to silence criticism, public notices of the letting were published in four leading stock journals, the first publication being made seventeen days before the day of the letting. Not only this, two hundred and fifty posters soliciting proposals were sent to all the leading stockmen whose addresses were known to the office. The sufficiency of the advertisement is attested by the number of separate bids received, which was six. In but very few instances have more than six bids been received upon any one body of land in the ten years' experience of the office in soliciting bids by public advertisements. In hundreds of cases there has been but a single bid upon a given grazing district, which the office was forced to accept or readvertise. Any advertisement, therefore, which results in securing six competitive bids is amply sufficient. This, taken in connection with the fact that it was not imperative upon this office to make any advertisement whatever, should silence criticism on this point.

"As to the so-called pool referred to in the article, in which it is alleged I was interested, I will state that the two highest bids upon this land were coupled with conditions wholly inconsistent with the terms of the advertisement soliciting proposals. Neither could have been accepted even if there had been no other bids. The next highest bids—those of Lemmon and Walker—were a 'tie.' Both had complied with all the provisions of the advertisement and had deposited checks for at least five per centum of the entire amount of the bid. One had no advantage over the other before the office. Under such circumstances it would have been difficult or embarrassing to have decided between them. Both were present in person at the time of the opening of bids, and decision could only have been made between them by lottery or chance. They obviated this difficulty themselves by mutually agreeing to a division of the tract, Mr. Lemmon to take the western and northwestern portion of the reservation and Mr. Walker the central and southern portion. This was entirely satisfactory to the office, especially as it would result in giving the Indians fifty-four miles of additional fence. In no other sense and in no other way, so far as known to this office, was there an agreement or understanding between the bidders or local stockmen.

"It is not necessary for me to make any reply to that portion of the article relative to the decisions of the courts as to the nature or extent of the vested rights of Indians in and to their reservation lands. Personally, I have experienced no 'change of heart' upon the subject. I have always contended that the consent of the Indians was necessary in order to legally lease their lands and as to its final disposition. I have *not* experienced a change of heart on this subject, but I insist that the consent of the Standing Rock Indians was legally and properly secured in this case, and is now on file in the office.

"In answer to the claim of the author of the article that the United States has taken 9,000,000 acres of land from the Sioux, and has given them in return a gold brick, made by thinly gilding a metal called 'zinc deceit,' a brief statement of what the Sioux tribe has received under their treaties may not be inappropriate.

"Under the treaties of 1868 and 1877, the Government has expended for the benefit of this tribe over \$38,000,000—a sum equal to \$70 annually for every man, woman, and child. Again, under the treaty of 1889, they received as an advance payment on their ceded lands \$3,000,000, which has been drawing interest in the Treasury at the rate of five per cent. per annum; the interest on this payment is spent annually for their benefit, and alone amounts to date to \$1,800,000.

"In addition to this vast sum of money, they have received 25,000 head of cattle, which have been issued to them per capita, and the Government issues to each allottee, when he accepts his allotment, two cows, two mares, one set of harness, one plow, one wagon, one harrow, one hoe, one ox, one pitchfork, and \$50 in money. The total value of the deliveries so far made amounts to \$1,149,022; it is estimated that it will take at least \$1,500,000 more to fulfil this part of the treaty stipulation. So that it will be seen that the Sioux nation has received from the Government for their benefit the enormous sum of \$48,000,000 besides retaining in their several reservations [?] acres of land. From the foregoing it will be seen that the 'gold brick' did not contain much 'zinc deceit,' but rather that they received a veritable gold-mine, that has been worked assiduously in their interest for many years; and I submit that it is high time that they consent to the use, for their own benefit, of some of the unoccupied millions of acres of grazing land in the remote parts of their reservation, and so relieve the Government of some of this heavy annual burden.

"The gratuitous and slanderous insinuation contained in the article that my action was prompted in the matter by sinister and interested motives, I will not dignify with a denial.

"In conclusion, I will state that the action taken by the office was the result of a conference with my superior officers, and meets with their entire approval.

"In justice and fairness to myself, it is hoped that you will give this reply in its entirety the same publicity that you did the article to which it refers.

"Very respectfully,

"W. A. JONES, *Commissioner*.

"DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
WASHINGTON, April 12, 1902."

On May 3, 1902, the "Outlook" published a convincing reply from Mr. Kennan to the Commissioner's defense. We will only preface it with the statement that the leasing proposition was favored by the "Association of Returned Students" is true only to the same extent that the Indians approved the scheme—namely, with the understanding that only *unused* land was to be leased, and that it was to be designated by the committee of the tribe appointed for that purpose. Mr. Kennan's rejoinder follows:

"HAVE THE STANDING ROCK INDIANS BEEN FAIRLY TREATED?

"A REPLY TO COMMISSIONER JONES'S LETTER.

"By George Kennan.

"I have read attentively the reply of the Indian Commissioner to my recently published article. I shall refrain from expressing any opinion with

regard to its merits as a defense, because I do not wish to be discourteous; but I will take up, in their order, the points that Mr. Jones attempts to make, and briefly consider them.

"1. He defends his illegal 'permit-system' order of October 9, 1901, by saying that the reservation was overrun by trespassing cattle, and that it was better, in the interest of the Indians, to collect a dollar a head from the owners of such cattle, under the permit system, than to let the 'freebooters' get their pasturage for nothing. I am not prepared to admit that illegal action on the part of the trespassers justified the Department in condoning and sanctioning the illegality by accepting payment from the wrong-doers; but it is not necessary to go into the merits of that question, inasmuch as there is very grave doubt as to the existence of the alleged evil. The Indians themselves have never complained of 'freebooters'; I have not been able to find a single reference to trespassing cattle in the reports of the Standing Rock agents to the Indian Office; trustworthy persons who have just come from the reservation assure me that there are very few, if any, trespassing cattle within its limits. Agent Bingenheimer said, less than a year ago, 'You can ride across the country for days and never see a critter' (Sen. Doc. 212, p. 91); and Mr. Jones himself declared, on the 23d of last January, before the Senate Committee, that 'there is a lot of idle land there which is used neither by the Indians *nor by anybody else*' (Sen. Doc. 215, p. 67). I find complaints of trespassing cattle in the reports of agents on other Sioux reservations—particularly Cheyenne River and Rosebud—but not one from Standing Rock. If the cattle were there, why did not the Indian Office have them removed? Removal, apparently, would not have been difficult. Agent McChesney reports to the Commissioner that his farmers, with the aid of a few Indian police, removed 8000 trespassing cattle from the Rosebud Reservation in 1899. (Rep. of the Indian Commissioner for 1899, p. 341.) There are nearly 4000 Indians on the Standing Rock Reservation, and they own 10,000 horses. Is it conceivable that they could not have driven off the trespassing cattle if there were any there? And is it probable that they would have submitted to such a trespass without protest if it had any real existence?

"The Commissioner assured the Senate Committee that there have been for years, and are now, more trespassing cattle on the Standing Rock Reservation than it is proposed to put on under the leases. (Sen. Doc. 212, p. 18.) As Lemmon and Walker, under the terms of the leases, are to have a right to put one head of stock on every forty acres, or 30,000 head on the 1,200,000 acres of leased territory (Sen. Doc. 212, p. 46), the Commissioner's statement to the Senate Committee is equivalent to an assertion that there are more than 30,000 trespassing cattle on the reservation now. How does he propose to reconcile this assertion with his other statement that 'there is a lot of land there which is used neither by the Indians nor by anybody else,' and with Agent Bingenheimer's assertion that 'you can ride across the country for days and never see a critter'?

"As a matter of fact, the Standing Rock Reservation is not overrun by trespassing cattle now, and it never has been. This defense of the illegal 'permit-system order,' therefore, is a breastwork of straw.

"2. In a letter from New York to Assistant Commissioner Tonner, written on the 15th of May, 1901, Mr. Jones expressly said that he could not inaugurate the permit system without the Indians' consent, and directed the Assistant Commissioner to ascertain from Agent Bingenheimer, by telegraph, whether the Indians had not 'experienced a change of heart' in the matter. If they had—that is, if they would consent—he 'would issue permits at once' (Sen. Doc. 212, p. 63). He now says, in reply to my article, that the Indian Office 'did not contemplate securing the consent of the tribe' for the inauguration of the permit system, 'neither did it require such action.' In May last he said he must have the Indians' consent, and now he says that he didn't need it and had no idea of asking for it. Which statement is true? It is hardly possible that both can be true.

"But there is another point of that permit-system order upon which Mr. Jones contradicts himself. The last sentence of the order reads as follows: 'Due care should be taken by you' (Agent Bingenheimer) '*not to admit such number of outside stock as to overgraze the lands.*' If this means anything, it certainly means that the Commissioner expected the order to result

in the bringing in of 'outside stock.' He now says, however, in reply to my article, that 'there was no proposition nor intention to invite cattlemen to bring in additional numbers of cattle for grazing purposes; it' (the order) 'simply provided that a tax of \$1 per head should be paid for grazing' (trespassing) 'stock already on the reservation.' The order says outside cattle are to be brought in; but his reply states that there was no intention to bring outside cattle in. Which of these statements is true?

"If there were no trespassing cattle on the reservation, the permit-system order which frightened and coerced the Indians into an agreement to lease cannot be justified or excused on that ground. If there was no consent on the part of the Indians, it was in violation of a treaty obligation.

"The only other defense set up by the Commissioner is that 'the end sought justifies the means.' Morally and legally, that is a very shaky proposition in any circumstances, and it is far from constituting a good defense when the 'end sought' was the acquirement, in the interest of a cattle syndicate, of lands that the Indians had refused to give up, and the 'means' were a broken promise and a violation of a guaranteed right. The testimony given before the Senate Committee shows conclusively that the consent of the Indians to lease their lands was obtained from them by means of the coercive influence of this illegal permit-system order. They consented to lease, not because they wanted to do so, nor because they were willing to do so; but because they were, as they said, 'under pressure,' and could escape the permit system in no other way. Metaphorically speaking, their consent was obtained with a club. (Sen. Doc. 212, pp. 51-53.)

"3. The next point of the Commissioner's reply raises the following question: When the Indians gave a qualified consent to lease—that is, a consent to which certain stipulations and conditions were attached—had the Department discretionary power to ignore all the conditions and still hold the Indians to the consent?

"The Commissioner says that 'the council proceedings' (the conditions of the consent) 'were in no sense an agreement, unless it be an agreement among the Indians themselves, to which the Department is in no sense a party.' As a legal proposition, and in a very strict sense, that may be true; but in the circumstances of this case it amounts to an assertion that the Indians have no right or power to attach any stipulation whatever to their consent to lease lands. They may not say that they will lease only unoccupied lands; nor that they will lease only one-third of their reservation; nor that they will lease only a certain specified township. If they once consent to lease a single acre as pasturage for one small foreign calf, the Department, in its discretion, may take away from them a whole million acres, throw that million-acre tract open to foreign cattlemen, and then say to them (the dissatisfied Indians), 'Your council proceedings, by which you attempted to limit the amount of land you would lease, have no binding force as against the Department. It is true that we can't take a single acre of your reservation without the "authority of your council speaking for you"' (Act of Congress of February 28, 1891), 'but if you once consent to lease that single acre, we can throw open to cattlemen as much of your territory as we think best—occupied or unoccupied—and upon such terms as we choose.'

"That may be good law, but it strikes me as a very dubious proposition from an ethical point of view. The Act of Congress which authorizes the leasing of Indian lands reads as follows:

"'Where lands are occupied by Indians who have bought and paid for the same, and which lands are not needed for farming or agricultural purposes, and are not desired for individual allotments, the same may be leased by authority of the council speaking for such Indians, for a period not to exceed five years for grazing or ten years for mining purposes, in such quantities and upon such terms and conditions as the agent in charge of such reservation may recommend, subject to the approval of the Secretary of the Interior.' (Act of Congress of February 28, 1891.)

"I do not know whether this law has ever been judicially construed or not; but its intent would seem to be to give the Department a certain supervisory control over the decisions of the Indian councils in the matter of land, with a view to restraining such councils when they show a disposition to lease their lands injudiciously, in too large quantities, or at a foolishly low price.

Its object was to protect an inexperienced and naturally improvident people from exploitation by the whites. Congress, apparently, intended to say: 'You may lease, for your own benefit, such parts of your lands as you do not need; but you must act in such matters through your council, and its decisions, as to the quantity of land to be leased and the terms of payment therefor, are subject to Departmental supervision and control.' It seems to me extremely improbable that Congress intended to give the Interior Department power to lease two million acres of land that the Indians had 'bought and paid for,' when the council had agreed to lease only one-third of that amount, and to turn cattlemen and their cattle into the occupied parts of the reservation when the council had consented to lease only the unoccupied parts.

"4. But there is another aspect of the case that should have attention in connection with the Commissioner's plea that the conditions of the Indians have no binding force on the Department. After being frightened by the threat of the permit system, the Indians were finally induced to consent to a lease by certain promises and representations made to them by the Department's agent. Mr. Bingenheimer admitted, before the Senate Committee, that the Indians agreed to lease only their *unoccupied* lands; that he 'did not propose to lease anything they wanted to use'; that he distinctly promised them that the unoccupied land should be determined and its boundary fixed and staked out by a commission to be composed of three representative Indian chiefs and himself; and that this promise or agreement had not been fulfilled. (Sen. Doc. 212, pp. 84, 85, 89, and 90.) If Mr. Bingenheimer did not report these promises and representations to the Indian Office, and did not inform the Commissioner that the Indians were relying on them, he dealt unfairly, not only with the Indians, but with the Department whose agent he was. If, on the other hand, he did report them, and they were found objectionable, the Department should have disavowed them and given the Indians a chance to recall their consent. It may have been legal, but it certainly was not fair, to hold the Indians to their consent and at the same time repudiate the Bingenheimer promises by means of which that consent was obtained. This was evidently the view of Senator Jones (of Arkansas), who said before the Senate Committee: 'The law requires that the consent of these Indians shall be had with regard to whatever shall be done with this land; and the statement was made by the Agent that the Indians, in their council, provided that a committee should be appointed to designate what were the unoccupied lands; and there can nothing else be done under the law in regard to this agreement. . . . ' The committee was to point out to the Agent what was unoccupied land. 'When *you* go out' (addressing Commissioner Jones), 'you point out a lot of land they have *not* designated, and you say if there are some who do not want to stay in it, they may fence off their land.' (Sen. Doc. 212, pp. 89 and 87.)

"This was evidently the view also of Senator Stewart, the Chairman of the Senate Committee, who said: 'The Indians were to lease unoccupied land and it was their understanding that there was to be a committee of three appointed to designate them. That should be carried out.'

"5. The question that now presents itself is, 'Why were the promises made by Agent Bingenheimer not fulfilled, and why did he not go out with the Indian committee last fall to fix and stake out the boundary of the "unoccupied land" as he agreed?' The Commissioner's reply throws no light upon this question, but I can answer it, if he does not. The boundary-lines of the territory to be leased had been fixed in the Indian Office, and the leases had been drawn and printed before the Indians gave any consent whatever to lease any part of their lands. The Commissioner felt so sure, apparently, that the threat of the permit system would bring the Indians to terms that he decided what part of their reservation he would give to the cattlemen, fixed the boundary, drew up the lease or leases, and then ordered Agent Bingenheimer to call a council and get the Indians' consent to a cut-and-dried scheme. This, at least, is the explanation given by Mr. Bingenheimer himself, who now declares that his promises to the Indians were made in good faith, but that he could not fulfil them because the Commissioner took the whole matter out of his hands. With reference to his appearance before the Senate Committee in Washington last February, Mr. Bingenheimer now says: 'I could only say what the Commissioner would let me

say, and only know what he allowed me to know. If I had been free to speak, I could have told a whole lot.' The fact that the interesting and valuable information which Mr. Bingenheimer evidently has with regard to this leasing was not drawn out of him by the Senate Committee on Indian Affairs is only another proof that, as I said in my first article, the proceedings of that Committee were 'so unsystematic, inconsecutive, and inconclusive as to leave almost everything in doubt.'

"Senator Platt objects to my statement of this case. He is a man of unimpeachable integrity and honesty of purpose, and he evidently believes that I am misled, if not misleading; but if he had co-operated with Senator Jones, and had asked Agent Bingenheimer a few searching questions, he might have brought out the 'whole lot' that the Agent says he could have told, and might thus have furthered the cause of justice and national honor. It was perfectly evident that the Indians were not getting 'a square deal' at the hands of Mr. Jones, Mr. Bingenheimer, or both, and it was the duty of the Senate Committee to ascertain why.

"The reason for the failure to keep faith with the Indians has been given by Agent Bingenheimer since my first article was written. On the 22d of March Commissioner Jones telegraphed the Agent to let Mr. Lemmon proceed with the building of his fence, on a line that would inclose thirty or forty Indian houses and a considerable part of the Indians' Grand River lands. As soon as the work began, the Indians called a council to protest against the fence-building, and asked Mr. Bingenheimer to be present and explain why he had not kept his agreement to go with them and run the line that this fence should follow. The council was held on the 12th of this month—the very date of Mr. Jones's reply to my article—and was attended by all the leading chiefs and most of the male Indians in the central part of the reservation. . . . *

"I invite Senator Platt's attention to the proceedings of this Indian council, held only two weeks ago, and would like respectfully to ask whether in his judgment they are the reflection of a square, honest deal on the part of the officers of the United States? These Indians are not loafers or idlers. According to the report of Commissioner Jones for 1900, they raised that year 3491 bushels of oats, barley, and rye; 19,971 bushels of corn; 10,016 bushels of vegetables, and 21,799 tons of hay. They cut 2376 cords of wood, and transported from distant railway stations 2,332,000 pounds of freight. They owned at that time 10,082 horses and 12,213 cattle. (Report of the Indian Commissioner for 1900, pp. 668-699.)

"They seem to have done their level best to earn their own living on a semi-barren, semi-arid reservation where there is little work to be had; where agricultural crops fail two years out of three on account of drought; and where cattle-raising is almost the only possible industry. Instead of recognizing their efforts to do what they can while they are accumulating enough cattle for self-support, the Indian Office cuts down their rations fifty per cent.; gives them notice of another impending cut of fifty per cent.; threatens them with the permit system in order to force them to consent to a lease; ignores the terms and conditions of the consent thus obtained; turns cattlemen and half-wild Texan cattle into the occupied parts of their reservation; and finally, when they protest, tells them, through its Agent, that they will have to starve if they do not submit, and that they had better keep quiet and sell fence-posts to the lessees at six and a quarter cents apiece!

"6. The Commissioner says, in his reply to my article, that the Indians are 'willing and anxious' to lease their lands, and that all the opposition there is comes from a few squaw-men and half-breeds, 'who see in the inauguration of the leasing system the overthrow of the abuses which they have heretofore practised.' I think the council proceedings above set forth are a sufficient answer to this statement. If the Indians are 'willing and anxious' to lease, they have a queer way of showing it!

"7. The Commissioner says: 'The Walker lease exempts and excludes one township of land in the neighborhood of Bull Head Station which includes the only thickly settled part of the reservation in the leased portion. A very conservative estimate places the number included in the leased district at not more than seventy families.'

"Since the beginning of this controversy between the Indians and the

* The proceedings of this council are published elsewhere in this report.

Commissioner—viz., in the early part of March—the Rev. T. L. Riggs, who has been long and favorably known in connection with mission work among the Sioux, made a careful investigation of the Standing Rock leases, at the request of the Indian Rights Association, and sent to that Association a full report upon the subject. Concerning the number of Indian families included within the leased district, he says . . . *

“If a region that is inhabited by 876 Indians, with 11,000 head of stock, is not an ‘occupied part of the reservation,’ I should be glad to know what the Commissioner’s definition of ‘occupied’ is. At the rate of one head of stock to every forty acres (the proportion of cattle to land adopted by the Indian Office), these 11,000 horses and cattle would occupy a range of 440,000 acres—almost exactly the amount of land leased in this very region to Mr. Walker.

“In view of this and many other discrepancies between the statements of Commissioner Jones on one side and the statements of the Indians and disinterested investigators on the other, there would seem to be urgent and pressing need for a thorough and impartial investigation of the whole subject by some person or persons not connected with the Indian Office.

“WASHINGTON, D. C.”

INDIAN CONTRACT LABOR.

In addition to the objectionable leasing project, the Commissioner of Indian Affairs has formed a plan to which we desire to call attention, by which male adult Indians are to be hired out as contract laborers at \$1.25 a day to employers wherever work can be secured for them. The first place selected to try this novel experiment is the Standing Rock Reservation. We regard this project with disfavor for the following reasons: First, it will remove the Indians from their families, with almost certain moral loss to them, and will further take them away from their farms which they should be encouraged to cultivate and their homes that they should become attached to; second, it will make it easy for designing persons to covet and become possessed of the Indian lands from which the owners have been removed; third, all such contract projects are subject to grave abuse; they offer facilities for defrauding laborers who are so employed. The Indians would offer special temptation to persons disposed to imposition in view of the unsatisfactory character of Indian agents, who would superintend the working of the system, and because of the ignorance of the Indians of practical affairs.

In pursuance of instructions received from the Commissioner of Indian Affairs, Agent Bingenheimer distributed a number of copies of a printed circular reading as follows:

“INDIAN LABOR.

“STANDING ROCK AGENCY, N. D.,
“*March 28, 1902.*

“Notice is hereby given that there are on Standing Rock Agency, N. D., five hundred and thirty-four (534) able-bodied Indians who are desirous of obtaining employment off the reservation in caring for stock, farming, as day laborers on railroads, or other labor of this class.

“Correspondence is invited from farmers, railroads, employment agencies, or any persons who may desire to secure such laborers, stating the approximate number it is desired to secure, and what wages you are willing to pay (with or without board) for the same.

“The cost of transportation to and from the places of employment will not be borne by the Government, but must be borne by the employers or by the Indians themselves.

“Address all communications to

“GEORGE H. BINGENHEIMER,
“*United States Indian Agent.*

“STANDING ROCK AGENCY, FT. YATES, N. D.”

*See page 5.

A correspondent whom we have known for many years, residing near the reservation, who is unusually intelligent and accurate as to opinions expressed, writes regarding this matter:

"Some proposals for bids for the Indians to labor on railroads, etc., are being scattered. They say that there are 534 Indians, able-bodied, wanting such work. I do not believe that there are 34 such men who have not helpless families and cattle and horses. These Indians are not ditch-diggers; they are nearly all farmers or stock-raisers. Not one of the 534 has been asked whether he wants such work, and not one has passed a medical examination. Shall they be banished? Russia's rules won't work with people born in free America. I do not believe the men will go. They may starve them or shoot them, but I cannot believe they can enslave them."

A summary of the Commissioner's instructions to the Sioux Indian Agents where the plan is to be followed is given in a Washington letter to the Philadelphia "Public Ledger." It is as follows:

" . . . It is known that the Indians do not want to go away from home in this way, but have been encouraged by the policy of the Department heretofore to expect that they will get work at home, and so be able to build up their small farms and homes and be with their families. . . .

"The object of the Commissioner is in part to cut down the rations allowed to adults. A few weeks ago this policy was outlined in a long letter from the Indian Office to the leading Sioux agencies, suggesting the reduction of the outlay for subsistence and clothing, and the use of the money saved in this way in employing the Indians on the reservation as far as possible, at \$1.25 a day of eight hours, this employment to be in lieu of all supplies. It is proposed that this employment should be performed under the supervision of the agent or some of his deputies on whatever work is required to be done for the good of the community. On all the reservations there is more or less work to be done building roads, dams, or reservoirs for storing water for stock or irrigation; putting up fences, cultivating land, cutting hay and doing a great variety of similar work. This proposed change was intended to be worked out during the next fiscal year, 1903. But agents were urged to recommend a reduction of 25 per cent., if possible, in flour, beef, and other supplies due, but not yet furnished this year, with a view to using this money thus saved in hiring Indians on public works after April 1st. All Indians that could not be employed on the reservations were to be sent off wherever employment could be had. To work out this self-supporting method of dealing with the Indians, the agents were asked to furnish the Department with information as to the number of aged, sick, infirm, and helpless, and the number of able-bodied Indians. It was also desired to know how many Indians could be employed on the reservations and how many would have to be sent off.

"It was announced in this letter that the recommendations for the estimates and recommendations for supply for the next fiscal year would be reduced according to the statements made by the agents, and the money saved to be applicable for labor. Among the instructions given in this general letter was one in relation to self-supporting Indians. For all such the agents were told to withhold rations and clothing, and if anything was furnished them to require full value in cash or labor. The agents were also told to strike from the ration roll all the names of able-bodied Indians as soon as they were furnished employment, and not to put them back on the ration roll as long as they had work.

"'If employment is offered,' said Commissioner Jones, 'to any able-bodied Indian who is not already self-supporting, and who shall refuse such employment, he shall also be stricken from the ration roll, and shall not be replaced thereon, but may be furnished with employment whenever he applies for it. Instead of an Indian agency being a center for the gratuitous distribution of supplies, it should be an employment bureau.'

"The Commissioner also advises that Indian girls who have returned from school should be placed in good, respectable white families to work. This, however, is not to be proposed in the public advertisements, but is to be accomplished by private correspondence. The Commissioner also says that

he favors the employment of Indians by companies or individuals rather than by the Government, and his preference is for railroads and cattlemen.

"The fact that the Commissioner has been very strenuous in putting through leases of the Standing Rock grazing lands gives color to the suspicion that a part of his purpose in farming out the able-bodied Indian labor of that reservation is to remove from the reservation a large number of Indians who might otherwise remain there and engage in stock-raising. Under the power given the agent an Indian who has made a little start in stock-raising can be very easily forced to consent to be sent away, as a refusal on his part would cost him the forfeiture of his rations, and he would regard it wiser to get \$1.25 a day than to let his family starve. . . ."

GENERAL CONDITIONS AMONG THE STANDING ROCK INDIANS.

Mr. Riggs submitted a separate report with regard to the welfare in general of the Standing Rock Indians, which is, in our opinion, of very great value:

"REPORT ON LAND ALLOTMENTS AND OTHER MATTERS.

"BY REV. T. S. RIGGS.

"In reporting upon the question of allotments and other related subjects for the Indians occupying reservations in grazing regions, I would say that I not only give the results of my own studies, but also the thought of many others on the field who have for years given more or less attention to these matters.

"PATERNALISM.

"No one who has observed the drift of management in recent years has failed to see in it a kind of paternalism both demoralizing and infamous. The Indian as a ward of the Government is ordered out, not taught; he is deprived of former personal liberties, but not educated to the use of the freedom of the citizen. Schools are established and he is ordered to send his children, or punished if he does not. Force is used where instruction is needed. A far too common threat of the guard-house for any and all errors and offenses is the usual method of control. Agents and sub-agents, as well as inspectors, resort to this. Then, too, the Indian is deprived of harmless personal liberties, privileges, and rights which should rather be encouraged and forwarded as a means of development. They are in many cases not allowed to go off the reservation in search of work or for the disposition of the product of work at home. The 'pass' system is enforced and every man who has a horse, of his own raising, to sell must first have a permit to seek a market. On some agencies a permit is necessary if an Indian would make sale of this horse to another Indian living in the same village. The Indian service is fast running to the extreme in absurdities of control, the effect of which not only retards individual and race development, but fills the better-minded and more independent Indians with contempt and the feeling that former days were better than the present, and savage life preferable to so-called civilization. Doubtless there is some excuse for this condition, arising out of the necessity for guidance and protection. I insist, however, that it is guidance and protection that are needed and not brute control and suppression.

"RATIONS.

"An effective instrument in these later days for enforcing the lawless as well as lawful orders has been the ration system. 'If you do this I'll take away your ration-ticket,' and 'if you do not do this I'll take your rations from you,' are arguments that have been all-powerful and the use of which often has been abused. On this account, if for no other, it will be a benefit to the Indian to have the system abolished. That there are difficulties in the way of dropping the ration system no one denies. The old people and the sick will have to be provided for, but there really is no more reason why an able-bodied Indian should not work for the food he eats than that a white man or black man should be exempt. The day for sickly philanthropy that blinks this fact of nature has gone by. The principle of 'root, hog, or die' is sound; and the only difficulty lies in the method of enforcing the adoption of this with our Indians. And here is where in our dealings we have been wickedly slow and criminally oblivious. Plans should have been made years

ago and intelligently worked out by which the ration-receiving Indians should now be entirely self-supporting and the ration system have quietly disappeared. As it is now there will be something of a shock and there will be unavoidable hardship and suffering. Nevertheless, it is the opinion of men who are in position to know, that the sooner rations can be stopped, the better it will be for the Indians themselves.

"INDIANS TO WORK.

"I fully approve of the proposition that our Indians go to work, and also of the purpose of the Indian Office to furnish work for Indians. If it be nothing better than digging a hole in the ground on Monday and filling up this hole on Tuesday, it will be the best move the Indian Office has made in many a year. I asked an agency farmer, a few days ago, what he thought of the plan. He said, 'It is all right.' 'How many of your Indians can stand eight hours of work a day and keep it up?' was my next question. 'Not many of them, at first,' he replied. 'How long will it be, in your opinion, before the plan may be expected to be to any considerable extent in successful working order?' was my last question, to which he replied that it would 'require a full year in some neighborhoods, two years with most, and longer than that at other places.' I give this, as it expresses my own thought in the matter, and as a warning that we do not look for entirely satisfactory results too soon. Doubtless, were there only first-class men in charge of the detail of the working out of this plan, as well as in all superior positions, we might reasonably expect earlier results. The great difficulty of this plan of giving employment to Indians lies in the character of the men who will have charge of it—the section bosses and sub-agents who will come into direct contact with the Indian workman.

"LAND ALLOTMENTS.

"There seems to be more or less well-founded fear of the allotment of land in severalty. A few years ago it was supposed that land ownership would settle the entire Indian question. This is not so confidently asserted now, for already have there been too many glaring failures. And it is easy to see that in a grazing region one hundred and sixty acres of land will not support a stockman. That our western Indians are to become tillers of the soil is not seriously entertained. The nature of the region which they occupy is opposed to such. At first large sums of money were expended by the Government for the purchase of seeds and agricultural implements; these implements were never used sufficiently to offset interest on expenditure. Then the Indian Office went to the other extreme and no seeds were issued and no encouragement given to even garden farming. Stock-raising was talked and spasmodic efforts made in that direction. On a few agencies the raising of cattle was carefully looked after by the authorities; on others, no attention was given. The result is what might be expected. On Standing Rock Reservation the Indians now own about fourteen thousand head of cattle and these are well distributed. On the Cheyenne River there are but few Indian owners of herds of cattle. There has been no uniformity in method and no continuity of management in this matter. As in earlier days farmers were appointed who had absolutely no knowledge of or fitness for giving instruction in agriculture, so now the management of the stock interests of a reservation has been haphazard and viciously ignorant.

"But to come back to the matter of allotments. It is proposed to give the Indian larger allotments of land classified as grazing lands. His homestead and his grazing allotment are all of a single class. He holds the one the same way that he holds the other. This does not tend to give him any true conception of the dignity of land-owning. His possessions are too large, in fact, for this, while far too limited to correspond with his inbred conception of his lordly ownership of former days. That he needs this large holding if he becomes a successful stock-raiser is quite true. It is, however, likely to become a real source of embarrassment to him in the future.

"My plan, if I might state it here, would be to allot a homestead of reasonable extent—say 160 acres—to every head of a family, and proportionate amounts to the children and others of the family—make this allotment in trust for a number of years; at the end of which term title in fee would stand to the allottee. Then I would have a grazing allotment made on an entirely

different basis, giving each head of the family the use of a definite tract of land, to be located as carefully and exactly as the homestead, but held by the Government for the use of that individual. In fine, I would first allot homesteads to all and then have as much of the remainder of the reservation as would be necessary, broken up into individual family reservations. The details of such a plan could be easily worked out and there is no apparent objection to its successful issue.

"Such a plan would remove the necessity of and could readily make impossible any attempt to lease reservation lands to outside cattlemen. It is a fact that Indians, at first, look with but little favor upon the cutting up of their reservations into individual holdings. They accept the necessity of this with misgivings and slowly. It is equally a fact, however, that the reservations must go, and I submit this plan, outlined most briefly, as a possible solution of some of the many difficulties to be overcome in making the change.

"OAHÉ, S. D., *March 17, 1902.*"

Since the foregoing was placed in the printer's hands we have learned that the Honorable Commissioner of Indian Affairs attended a council of the Indians held at Standing Rock Agency, on April 30, 1902.

The Commissioner is reported to have stated to the Indians that the Indian Office had not been fully informed as to their condition and needs, and that if he had been better acquainted with the situation he would not have insisted that their lands be leased; that the order to inaugurate the "permit system" by January 1, 1902, was intended only to regulate the pasturing of such stock as was found within the reservation limits, and not intended as a coercive measure to force the tribe to accept the proposition to lease their lands, and that no member of the tribe having cattle outside the Lemmon lease would be compelled to pay one dollar per head for the number in excess of one hundred.

He stated that since the Lemmon lease had been executed it would be allowed to stand unless revoked by the Supreme Court of the United States, but that the proposed lease of other of their lands would not now be thought of.

The Commissioner told the Indians that he realized they could not support themselves upon an allotment of land such as is provided for by the Dawes Severalty Act, which contemplated lands of greater productive power, but that he would urge that their reservation be proportioned equally among them. This plan would give to each member of the tribe about six hundred and forty acres.

The Commissioner seems to have been surprised to find that these Indians were not blanketed and painted, rather expecting that outside of the Returned Students' Association many of these old customs prevailed.

We believe the agitation that has followed the unwise decision to lease the lands at Standing Rock, followed by the protest of the tribe and others, will be of great value to the Indians in the future.

The Commissioner left with the council many good words of encouragement and advice that will be beneficial to the tribe.

The Government has now a wiser conception of the condition and need of these Indians, and will no doubt apply this knowledge in the future effort for their advancement.

As Corresponding Secretary of the Association, I would respectfully urge upon members of our Society and other friends of the Indian the importance, first, of a careful consideration of the foregoing facts, and, secondly, a re-

spectful, yet vigorous, agitation, with these facts as a basis of action, through the medium of newspaper articles and letters to Senators and Representatives, on the subject treated in this pamphlet. It is only through such agitation and through an intelligent, vigorous public sentiment aroused by it that the reforms which our Association seeks can be accomplished.

All rights of the Indian, whether in land, in home, or in legal protection, will inevitably be ignored and he thrust to one side, helpless and uncared for, unless public sentiment shall demand better treatment for him. His rights, however, can be protected if we intelligently exert ourselves to that end. We need, not only at Standing Rock, a higher and better type of Agent than we find in Agent Bingenheimer, but we need that higher type at all Indian agencies. Leasing schemes and contract labor schemes, which have an unpleasant odor to them, and which need so much the expenditure of money and time to expose and to thwart, as has been required by our Association in this instance, can best be prevented by the simple expedient of extending civil-service reform principles and civil-service reform rules to the post of Indian Agents. In view of what President Roosevelt has done for civil-service reform in the past, we confidently hope and believe that he will make this extension of the reform a signal feature of his administration, just as in President Harrison's administration we had civil-service reform inaugurated in the Indian service by the extension of the rules to the Indian school service, and subsequently President Cleveland made the extension of the rules which covered almost the entire Indian service, leaving only that particular advance of the reform to which I have referred—viz., the inclusion of the position of the Indian Agent under some proper arrangement of the merit system. We have had reason to believe that this matter has already received some measure of the President's attention. The existence, however, of an active, widespread public sentiment in favor of such a plan for rescuing the position of Indian Agent from the mire of spoils politics will prove of great assistance to such executive action.

H. W.

BOSTON COLLEGE



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